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BROWN *v.* FRIEDBERG.

March 18, 1920.

[102 S. E. 468.]

1. Specific Performance (§ 58*)—Contract Containing Penalty for Breach May Be Enforced.—Specific performance of a contract for the conveyance of land can be decreed, though it provides for a penalty for unliquidated damages in case of a breach, if the parties are not given an option to perform or pay the stipulated sum.

[Ed. Note.—For other cases, see 12 Va.-W. Va. Enc. Dig. 634.]

2. Specific Performance (§ 58*)—Contract Held Not to Give Option to Pay Penalty Instead of Performance.—Where, after a contract for the sale of land had been embodied in a receipt for the earnest money, a written contract was made containing a clause for the payment of liquidated damages or penalty in case of breach, because the vendor feared the earnest money was not sufficient security, that clause was not intended to give vendor the option to refuse performance on payment of the stipulated sum, and she could be required to convey.

[Ed. Note.—For other cases, see 12 Va.-W. Va. Enc. Dig. 634]

Appeal from Circuit Court of City of Newport News.

Suit for specific performance by Morris Friedberg against Lydia Brown. Decree for complainant, and defendant appeals. Affirmed.

Lett & Massie, of Newport News, and *John N. Sebrell, Jr.*, of Norfolk, for appellant.

J. Winston Read, of Newport News, for appellee.

MEANY et al. *v.* PRIDDY et al.

March 18, 1920.

[102 S. E. 470.]

Wills (§ 111 (1)*)—Must Be Authenticated by Signature of Testator Manifestly Intended as Such.—No mere intention or effort to dispose of property by will, however clearly expressed in writing, is sufficient, unless the purpose is executed in the single manner authorized by Code 1919, § 5229; that is, the writing itself being authenticated by decedent's signature, it not being sufficient to raise a doubt as to whether his name, used in the heading of the will and its body, was intended to authenticate the paper; the statute requiring signature manifestly as such.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 729, 730.]

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.